

**STATE OF SOUTH CAROLINA**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**Docket No. 2019-186-E**

South Carolina Energy Freedom	)	
Act (H.3659) Proceeding to	)	
Establish Duke Energy	)	
Progress, LLC's	)	
Standard Offer, Avoided Cost	)	<b>INTERVENOR, JOHNSON DEVELOPMENT</b>
Methodologies, Form Contract	)	<b>ASSOCIATE, INC.'S</b>
Power Purchase Agreements,	)	<b>FIRST INTERROGATORIES AND</b>
Commitment to Sell Forms,	)	<b>REQUESTS FOR PRODUCTION</b>
and Any Other Terms or	)	
Conditions Necessary	)	
(Includes Small Power Producers	)	
as Defined in 16 United States	)	
Code 796, as Amended) - S.C. Code	)	
Ann. Section 58-41-20(A)	)	

Intervenor Johnson Development Associates, Inc. ("JDA"), pursuant to Reg. 103-833 and S.C. Code Ann. § 58-41-20(J), which requires that "Each electrical utility's avoided cost filing must be reasonably transparent so that underlying assumptions, data, and results can be independently reviewed and verified by the parties and the commission," hereby serves Duke Energy Progress, LLC ("DEP") with JDA's Second Interrogatories and Requests for Production, to be answered separately within twenty (20) days from the date of service hereof. Please set forth DEP's answers separately, after restating the question.

These Interrogatories and Request for Production shall be deemed continuing, and if complete production to any of them is not presently available, and the information becomes available before trial, supplemental production is required at such time as this information becomes available to DEP.

**INSTRUCTIONS**

1. All information shall be provided to the undersigned in the format as requested.
2. All responses to the below Interrogatories and Requests for Production shall be labeled using the same numbers as used herein.
3. If the requested information is found in other places or in other exhibits, reference shall not be made to those, but, instead, the information shall be reproduced and placed in the responses to these Requests for Production in the appropriate sequence.
4. Any inquiries or communication relating to questions concerning clarifications of the data requested below shall be directed to the undersigned.
5. All exhibits shall be reduced to an 8 1/2" x 11" format.
6. Each Request shall be reproduced at the beginning of the response thereto.
7. DEP shall provide the undersigned with responses to these Interrogatories and Requests for Production as soon as possible but **not later than twenty (20) days from the date of service hereof.**
8. If the response to any Requests for Production is that the information requested is not currently available, please state when the information requested will become available.
9. These Interrogatories and Requests for Production shall be deemed continuing so as to require DEP to supplement or amend its responses as any additional information becomes available up to and through the date of trial.

10. If a privilege not to answer a Request is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

11. If a refusal to respond to a Request is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.

12. Answer each Request on the basis of the entire knowledge of DEP, including information in the possession of DEP or its consultants, representatives, agents, experts, operating divisions, business divisions, assigns, partners, and attorneys, if any.

13. If any Request cannot be answered in full, respond to the extent possible and specify the reasons for DEP's inability to produce.

**14. Please provide copies of the information responsive to this request in native electronic working format with all data and formulas intact.**

### **DEFINITIONS**

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. "You" or "your" shall refer to DEP, or affiliate, any agent, employee, official, or consultant thereof.

2. The conjunctions "and" and "or" shall be interpreted in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

3. “Avoided Cost,” “Avoided Cost Rates,” “Avoided Cost Methodology,” and “Avoided Cost Calculations” shall have the meanings assigned to them under S.C. Code Ann. §§ 58-41-10 and 58-41-20, and shall include without limitation avoided energy, avoided capacity, and the cost of ancillary services produced or consumed by small power producers as provided in S.C. Code Ann. § 58-41-20(B)(3).

4. “Document” shall mean all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in DEP’s possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, work papers, source documents, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA’s, Blackberry’s or Blackberry type devices, smart phones, external hard drives and flash drives or storage devices of any type, of DEP and specifically includes the computer and or laptop computers utilized by Representatives of DEP. Media means media, as broadly as the term “media” may be defined, that contains electronic data, as to the Interaction between JDA and DEP.

5. “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the same time in question.

6. “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g. letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in DEP’s possession or subject to their control, state what disposition was made of the document(s).

7. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

### **INTERROGATORIES**

1. With respect to the Direct Testimony of George Brown on Page 9 starting at line 8:
  - a. Please provide how much of the QF PURPA power cited to was specifically financed under a 5-year PPA and/or under a variable rate contract.
2. With respect to the statement on page 12 starting at line 12 of the Direct Testimony of George Brown:
  - a. Please provide a citation to Witness Brown’s forward avoided cost projections.
  - b. Please explain why Witness Brown believes this to be true when it directly contradicts what the U.S. Energy Information Administration (“EIA”) is forecasting.
3. Please provide whether the Companies include the costs of retroactive clean-up and liability for coal ash in its avoided energy costs calculations.
4. Please provide a list of all of the Companies’ employees or agents, or agents of trade groups to which the companies financially contribute who testified in front of the South Carolina General Assembly concerning H. 3659 which became Act 62. Please also note the date and Committee or Subcommittee before which that testimony was given.

5. With respect to the statement on page 14 starting at line 18 of the Direct Testimony of George Brown:
  - a. Please provide a citation, if one exists, that explicitly supports the contention that the referenced avoided cost rates were “overly-generous.”

### **REQUESTS FOR PRODUCTION**

1. Please produce copies of all data requests, requests for production, interrogatories, or other communications that have been received by Duke in connection with this docket. Please produce these as soon as practicable after they are received. Please consider this an ongoing request.
2. Please produce copies of Duke’s responses to all data requests, requests for production, interrogatories, or any other information provided by Duke in connection with this docket. This includes all documents, electronic files or other attachments that were provided, or made available for on-site inspection. Please produce these at the same time they are provided to the requesting party, or if that is impossible, as soon as practical thereafter. Please consider this an ongoing request.
3. Please produce copies of all data requests, requests for production, interrogatories, or any other request for information that Duke has served on other parties in connection with this docket. Please produce these at the same time they are served on the other party. Please consider this an ongoing request.
4. Please produce copies of the responses to all data requests, requests for production, interrogatories, or any other request for information that Duke has served on other parties in connection with this docket. Please produce these as soon as practicable after they are received. Please consider this an ongoing request.
5. With respect to Witness Brown’s Direct Testimony:
  - a. Please produce the documents associated with Interrogatories 1, 2, and 5.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/ Jamey Goldin

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September 23, 2019  
Columbia, South Carolina

Counsel for Johnson Development Associates, Inc.

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Methodologies, Form Contract )  
Power Purchase Agreements, )  
Commitment to Sell Forms, )  
and Any Other Terms or )  
Conditions Necessary )  
(Includes Small Power Producers )  
as Defined in 16 United States )  
Code 796, as Amended) )

**CERTIFICATE OF SERVICE**

This is to certify that I have caused to be served this day one copy of **JDA'S FIRST INTERROGATORIES AND REQUESTS FOR PRODUCTION** to the persons named below at the addresses set forth via electronic mail:

Alexander W. Knowles Office of Regulatory Staff Email: <a href="mailto:aknowles@ors.sc.gov">aknowles@ors.sc.gov</a>	Andrew M. Bateman Office of Regulatory Staff Email: <a href="mailto:abateman@ors.sc.gov">abateman@ors.sc.gov</a>
Becky Dover SC Department of Consumer Affairs Email: <a href="mailto:bdover@scconsumer.gov">bdover@scconsumer.gov</a>	Carri Grube - Lybarker SC Department of Consumer Affairs Email: <a href="mailto:clybarker@scconsumer.gov">clybarker@scconsumer.gov</a>
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/s/ Jamey Goldin

Jamey Goldin

Columbia, SC

September 23, 2019